

2003 NOV -7 PM 4: 21

WERNER CHRISTEN  
RECORDER

\$ 15<sup>00</sup> PAID KY DEPUTY

A.P.N. 1220-21-710-042  
ESCROW NO. 23303220

WHEN RECORDED MAIL TO:

KEITH BENTON  
872 HARRIS ROAD  
MINDEN, NEVADA 89423

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

**THIS DEED OF TRUST**, made this 24 day of October, 2003, between , **TIMOTHY LEE MANNING** an unmarried man , herein called TRUSTOR,

whose address is 1370 Leonard Road Gardnerville, Nevada

and **MARQUIS TITLE & ESCROW, INC.**, a Nevada Corporation, herein called TRUSTEE and

**KEITH BENTON** an unmarried man , herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas , State of Nevada, being Assessment Parcel No. **1220-21-710-042**, more specifically described as follows:

Lot 526, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March, 27, 1974, in Book 374, Page 676, as Document No. 72456.

#### ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ **25,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this Deed of Trust. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

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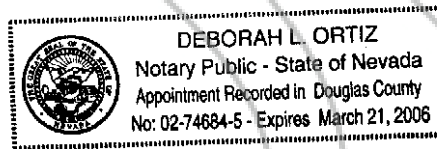
BK 1103 PG 03763

| COUNTY    | BOOK           | PAGE | DOC NO.   | COUNTY     | BOOK           | PAGE | DOC NO. |
|-----------|----------------|------|-----------|------------|----------------|------|---------|
| Carson    | Off. Rec.      |      | 000-52876 | Lincoln    | 73 Off. Rec.   | 248  | 86043   |
| City      | Off. Rec.      |      | 224333    | Lyon       | Off. Rec.      |      | 0104086 |
| Churchill | 8 6 1 2 2 6    |      | 00857     | Mineral    | 112 Off. Rec.  | 352  | 078762  |
| Clark     | Off. Rec.      | 2432 | 147018    | Nye        | 558 Off. Rec.  | 075  | 173588  |
| Douglas   | 1286 Off. Rec. | 316  | 223111    | Pershing   | 187 Off. Rec.  | 179  | 151646  |
| Elko      | 545 Off. Rec.  | 244  | 109321    | Storey     | 055 Off. Rec.  | 555  | 58904   |
| Esmeralda | 110 Off. Rec.  | 187  | 106692    | Washoe     | 2464 Off. Rec. | 0571 | 1126264 |
| Eureka    | 153 Off. Rec.  | 781  | 266200    | White Pine | 104 Off. Rec.  | 531  | 241215  |
| Humboldt  | 223 Off. Rec.  | 034  | 137077    |            |                |      |         |
| Lander    | 279 Off. Rec.  |      |           |            |                |      |         |

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

  
 \_\_\_\_\_  
 TIMOTHY LEE MANNING



STATE OF NEVADA  
 COUNTY OF DOUGLAS

On November 6, 2003, personally appeared before me, a Notary Public, TIMOTHY LEE MANNING who acknowledged that he/she/ they executed the above instrument.

  
 \_\_\_\_\_  
 Notary Public

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